

Italy Plus Tours Service and Sales Terms & Conditions

By paying your Deposit (as defined below) for a tour with **Italy Plus Tours, LLC** ("Italy Plus Tours", "IPT", "us", or "we"), **you** (also referred to herein as "Tour Guest") **are agreeing to our Service and Sales Terms & Conditions ("Terms")**. Therefore, you should read these Terms carefully before you make your Deposit, as **YOUR PAYMENT OF YOUR DEPOSIT INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO THESE TERMS**. These Terms also incorporate by reference our Privacy Policy, which is located at www.italyplustours.com. Further, we may supplement these Terms with additional terms and conditions specific to your selected tour ("Supplemental Terms"). In the event of a conflict between these Terms and any Supplemental Terms, the Supplemental Terms will govern. **PLEASE READ THESE TERMS CAREFULLY AND IN FULL BEFORE PAYING YOUR DEPOSIT.**

COVID and COVID-19. Please visit : <https://it.usembassy.gov/covid-19-information/> (when traveling to Italy, or type the country that you are touring) to understand the travel guidelines and know what you should do before you begin your travel plans. Please understand, there are guidelines telling you what to do BEFORE you depart the USA and enter into Italy (or any of the European sites we are touring), and there are guidelines to follow in order for you to RETURN to the USA. It will be the guest responsibility to contact their airline to understand the terms & conditions for their airline ticket(s). Should a guest become sick while on the tour with IPT and does not pass the CDC guidelines of re-entry to the USA, it will be the guest responsibility to follow the guidelines suggested by the Italian (or any European) government. IPT will do all that they can to assist our guest to find hotel accommodations and transportation, however all expenses will be the responsibility of the guest. IPT is under no obligation to reimburse you for your tour time lost or any additional expenses you incur as noted in Paragraph #15 TOUR EXPECTATIONS.

ITALY PLUS TOURS (IPT) IS NOT responsible and shall not be liable to any traveler for any destination imposed travel or entry requirement related to COVID-19, including but not limited to vaccination, testing, or other public health requirements. Customers who are unwilling or unable to comply with such travel or entry requirements and choose to cancel their tour are subject to the IPT cancellation policy. IPT also reserves the right in its sole discretion to, in good faith efforts to protect against health concerns, exceed destination-imposed travel or entry requirements and require full vaccination against COVID-19, pre-tour and on-tour testing for COVID-19, and other public health measures for travelers to certain destination. In such an event, travelers unable or unwilling to meet such requirements must notify IPT of their decision to cancel by no later than 91 or more days prior to the tour departure date.

Your **HEALTH** is of utmost importance when traveling with IPT. You **MUST** be able to briskly walk through crowded airports to get to gates should flights be changed unexpectedly / navigate heavily congested areas on the tour in some areas / walk on uneven terrain / be able to climb multiple steps when needed to get to the top of a scenic view / and be able to put in a 2-4 mile day of walking in some cases. If you are not physically able to do these things, you need to reconsider if this tour is for you. Should you be on a tour with IPT and you are unable to keep up with the group which causes a delay in our group schedule, or more importantly, your health is being questioned, IPT has the sole right to ask you to leave the tour and return to the USA for your own health. IPT is under no obligation to reimburse you for your tour time lost or any additional expenses you incur as noted in Paragraph #15 Tour Expectations.

Your **COMMUNICATION** with our tour group means YOU MUST BE EQUIPPED with your own personal cell phone with power cord AND European outlet plug. Your own cell phone is communication for you to contact one of the tour leaders should you get separated from the group, or for us to contact you. In addition, for any unforeseen and unexpected situation YOU may need to contact the US Embassy in Rome , Italy (or contact the US Embassy nearest to you in the country you are touring in) to help assist you AND contact your family in the USA.

PLEASE KEEP THE FOLLOWING IMPORTANT INFORMATION WITH YOU WHEN TRAVELING WITH US ON OUR TOUR: US Embassy Rome (when traveling to Italy or call the US Embassy for the country you are touring)/ via Vittorio Veneto 121 / 00187 Roma / **EMERGENCY CALL # (within Italy dialing) +39 06 46741.**

Should an emergency situation arise that you personally do not pass guideline restrictions requested by a government law albeit USA or Italy (or the country you are touring in), when you are traveling on our tour, it is your responsibility to contact the US Embassy (as listed above) to obtain guidance for next steps for your situation. It is also your responsibility to contact your airline carrier should there be an interruption in your return travel plans. All expenses are solely the responsibility of you the traveler. IPT will make attempts to help assist the traveler with fact finding, however, IPT will not be responsible for any monetary loss of the tour itinerary not completed by you, and IPT will not be responsible for any monetary gains you incur due to your personal situation regarding your failure to pass restrictions with government laws.

Your **EMERGENCY FUNDS CASH / CREDIT CARD** means before, during or after your scheduled tour with IPT, and in unforeseen situations, you are responsible for but not limited to your payment of transportation-taxi / hotel / taxes / airline / food and any other cost that you incur outside of the tour itinerary package price. You are solely responsible for all unexpected expenses.

WHEN TRAVELING WITH IPT ON OUR TOUR. It is YOUR responsibility at ALL times to check the travel bus-taxi / hotel / restaurant / or tour site for your personal belongings (wallet/fanny pack/purse/packages/backpacks, etc). **IPT will not be responsible for a tour guest missing items.**

TRAVEL INSURANCE. For the topics listed above, and for the following information listed within Paragraph #1 through and including Paragraph #23, herein and **ALL** that is included in **Italy Plus Tours Service and Sales Terms & Conditions** it is for these very important reasons **IPT highly recommends the traveler purchase travel insurance**, as noted in Paragraph #12 TRAVEL INSURANCE.

1. TOUR SELECTION AND RESERVATION: Select your tour and submit your selection via email to **italyplustours@outlook.com**. Once you have selected your tour, you will receive an email including the "Tour Itinerary" and a "Request for Deposit" outline that gives full details of your deposit and final payment and specific forms required. If you are paying via credit card, a **secured link** will be listed in your "Request for Deposit"; there is no additional charge to pay via credit card. If you are paying by check, please print your tour selection and send it, together with your Deposit check (payable to Italy Plus Tours), via mail to 3332 Bancroft Road, Fairlawn, OH 44333. By paying your Deposit via credit card or check, you are agreeing to these Terms and you shall be bound by them. Once you have paid your Deposit to IPT and submitted your signed **Terms & Conditions Acceptance Confirmation Form** (as

detailed in Paragraph #2) you will receive a reservation confirmation email receipt, which shall include your specific deadline for final payment, if applicable.

2. PAYMENTS: To reserve your place with IPT, a land "deposit" amount (per person) is required. This "deposit" amount will be listed in your "Request for Deposit" sent to you via email accompanied with the "Tour Itinerary" of the tour you selected. **Of the FIRST "deposit" amount requested in your "Request for Deposit" , 50% of the FIRST "deposit" is NON-refundable upon receipt of payment with your required forms.** When you pay your Deposit, include your signed Terms & Conditions Acceptance Confirmation Form (the printable form at the end of this document), a clear copy of your passport (not to expire six months or less), the Emergency Contact information form given to you in your "Request for Deposit" email. PLEASE BE ADVISED THAT IPT WILL NOT RESERVE YOUR PLACE IN YOUR SELECTED TOUR IF YOUR DEPOSIT IS NOT ACCOMPANIED BY YOUR SIGNED TERMS & CONDITIONS ACCEPTANCE CONFIRMATION FORM and the other aforementioned documents listed. **ALL "deposit" and/or "balance payments" and/or "final payments" and/or "all money received" amounts will be NON-refundable at 119 days before your tour departure date. Your tour services in the country you are touring will now be reserved and paid.** A specific "Request for Deposit" outline will be created for each tour listing the necessary items needed to begin to secure your tour which is emailed to each guest personally. **Please note the "Request for Deposit" "deposit" amounts may vary depending on the specific tour being group or custom. The "Request for Deposit" outlined for your tour itinerary emailed to each guest and will have the specific details of deposit amounts, balance payment amounts and non-refundable amounts. This "Request for Deposit" may differ from the Terms & Conditions slightly. Your specific "Request for Deposit" outline emailed to you with your tour itinerary will be the governing rule for the "Terms".**

- a. Late Payment(s) and Forms: It is your responsibility to carefully read your "Request for Deposit" email which gives FULL details of what to return with your first payment. If a guest does not return the complete required up to date passport and forms (as listed above) with their deposit/first payment, on the given due date, the guest will be charged \$100.

3. INADEQUATE FUNDS / RETURNED PAYMENTS: If a payment to IPT is returned unpaid for any reason, we will assess a \$50 returned-item fee per occurrence. Such fee(s) will be added to your applicable balance and must be paid in full by the applicable deadline.

4. POLICY FOR CANCELLATIONS/RESCHEDULED TOURS: IPT is **not** liable for your airline cost or travel insurance cost you incur, and IPT shall have no responsibility for refunds for airline cost, travel insurance cost or any additional cost you incur that is outside of the IPT land cost in which you paid. There are **no** refunds (for deposits or final payments) for **guest** who cancel their tour 119 days or less prior to their tour departure date (see above #2 Payments).

5. CANCELLED/RESCHEDULED TOURS: IF YOUR TOUR IS CANCELLED BY OUR TOUR OPERATOR OR THE COUNTRY(S) IN WHICH YOU ARE TOURING, RESCHEDULED, POSTPONED, OR OTHERWISE ALTERED FOR ANY REASON BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN PARAGRAPH #22 FORCE MAJEURE HEREOF, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE YOU WILL ADHERE AND WILL BE BOUND BY THE GOVERNING LAWS TO THE CANCELLATION GUIDELINES OF THE COUNTRY(S) IN WHICH YOU ARE TOURING AND THAT YOUR DEPOSIT, REMAINING BALANCE (FINAL

PAYMENT) PAID TO THE COUNTRY(S) YOU ARE TOURING MAY HAVE DIFFERENT CANCELLATION/REFUND GUIDELINES THAN IPT. IPT IS NOT RESPONSIBLE FOR REFUNDS OF ANYKIND WHEN THE TOUR IS CANCELLED FROM SOURCES OTHER THAN IPT (TOUR OPERATOR AND/OR COUNTRY IN WHICH YOU ARE TOURING).

6. CHANGES TO PRICES AND/OR ITINERARIES: Due to circumstances beyond our control, prices and itineraries are subject to change upon short notice or without notice for many reasons, including without limitation changed currency exchange rates, changes in tariffs and taxes, changes in governing law or regulation, extreme weather or public health emergencies, or other unpredictability. Italy Plus Tours reserves the right to increase tour prices to cover any such increased costs. Further, please be advised that Italy Plus Tours shall not be liable for changes in cost or portions of a tour itinerary that remain uncompleted due to circumstances beyond our control, and failure to complete portions of a tour itinerary due to circumstances beyond our control are not cause for a full or partial refund.

7. TOUR SERVICES: Each tour package includes only the specific items listed on the Website for that particular tour, or as provided in our other materials on a case-by-case basis prior to departure, but subject to change or revision as set forth herein. Please be advised that IPT contracts with third-party providers for many of the services to be included or provided on your tour ("Third-Party Providers" and "Third-Party Services", respectively). IPT is not responsible for, and shall have **no** liability for, any acts or omissions of such Third-Party Providers, or any cancellations of or changes to any such Third-Party Services. Please be further advised that Italy and the European Union have their own laws and regulations governing tourism. You acknowledge and agree that under such applicable laws, cash refunds for cancelled or rescheduled Third-Party Services are not available. Rather, in the event a tour is rescheduled or Third-Party Services become otherwise impossible or unavailable on the originally scheduled date, the Third-Party Service Provider(s) IS NOT OBLIGATED TO GIVE CASH REFUNDS. Given the foregoing, IPT shall NOT be obligated under any circumstances to provide cash refunds for any canceled or rescheduled Third-Party Service Provider(s).

8. TOUR EXCLUSIONS: All our tour packages exclude airfare, tour assistant director tips, travel insurance, costs associated with obtaining passports and entry visas, airport departure taxes, excess baggage charges, sightseeing not included in the itinerary, and personal expenses including without limitation laundry, communication charges, and optional activities. Please note, other items may be excluded as well. Please consult your specific tour itinerary for a listing of all excluded items specific to your tour. Please note, further, that all of our tours are based on double room occupancy; single and triple room rates are available upon request at an additional cost.

9. GROUP TOUR vs. CUSTOM / INDIVIDUAL TOUR: A "group" tour is a tour IPT creates and is listed on our website with a total land price to be paid by each person for the tour. A "custom" tour is when a person contacts IPT to help create a specific tour with desired locations. In a custom tour, the person who contacts IPT will be the main point of contact. IPT will communicate with this one point of contact the agreed upon itinerary outline, the total land price to be paid by each person for the tour, and the requested documents needed to secure the tour as listed in the Request for Deposit Form provided. Please note that a 50% deposit is required for a "custom tour". Once a land price has been

given to the point of contact, IPT will allow for “one adjustment” on the itinerary to be made on or before 91 days prior to the departure date (LAND PRICE SUBJECT TO CHANGE). There will be no “price adjustment” for person(s) on this custom tour who cannot follow the tour itinerary and or cannot make the full tour dates as indicated in their custom tour outline. A custom tour is bound by IPT Terms & Conditions and will follow these “Terms” as set forth herein. NOTE: “custom tour” deposits/ balance due payments and NON-refundable money will have a “custom” Request for Deposit payment outline that details your specific deposit / balance due payments and NON-refundable monies paid to IPT. You will follow the guidelines and be bound by the terms in the “custom” Request for Deposit payment outline for your “custom tour”.

10. AIRFARE:

- a. **International Airfare:** IPT tours cost do **not** include airfare. As a courtesy to you, when you reserve your tour as set forth herein, we will provide to you options for discounted pricing on your airline ticket(s) through our Group Contract Agreement with the airline(s). You acknowledge and agree that, while we help to facilitate your flight arrangements for your tour as set forth herein, your ticket is purchased from the airline in your name. Thus, your contract for your airline ticket(s) is with the applicable airline and not with IPT. Therefore, you acknowledge and agree that in the event of a flight change, flight cancellation, tour cancellation, or tour rescheduling, your **only** remedy for your airfare shall come directly from the airline, and its form and amount shall be determined solely by the airline, and IPT shall have **no** responsibility or liability of any kind therefor.
- b. **Group Tour Airfare:** A group tour is a tour that IPT created and is priced as a group based on a specific number of people and is advertised on the IPT website (or other forms of communication with the land price only). IPT will contact an airline to secure a “hold” for a specific number of seats (10 or more) secured with a deposit paid by IPT” and **identified with a confirmation Record Locator # that will be given to the group for each guest to purchase their airline ticket and be on the same flight with the IPT group.** For guest who do not use the Record Locator # provided for their group, IPT will NOT be liable financially for guest who select their own flight schedule, arrive late, OR are unable to join the IPT group time as scheduled and miss a portion(s) of their tour due to their own flight scheduling.
- c. **Custom Tour Airfare:** A custom tour is a tour that a guest has contacted IPT to help create a tour with their specific wishes. Custom tour guest are responsible for securing their own airline tickets to align with their tour itinerary.
- d. **Domestic Airfare in Italy:** Some IPT tours may include a domestic flight or flights between various locations in Italy. If your tour includes such domestic flight(s), it will be specified in your tour itinerary and the applicable costs will be included as a part of your land tour price (or given to you at a later date when the flight is booked). Under applicable law, the costs for such domestic flight(s) are **non-refundable** and tickets are **non-transferable**. Thus, should any domestic flight be cancelled for any reason

whatsoever, you will **not** be refunded the cost, and IPT shall have **no** liability for such cost or for anything related thereto.

11. INDIVIDUAL TRAVELERS: If you wish to guarantee a private room, we offer single room supplements for an additional fee, as set forth on the Website and/or in other materials provided to you concerning your specific tour. Please note a single supplement guarantees a private room — **not** a larger or nicer room, as European single-bed rooms are generally the smallest and most basic rooms of the hotel. Prices for single room accommodations are listed with each tour itinerary.

12. TRAVEL INSURANCE: Italy Plus Tours strongly recommends that you educate yourself about travel insurance options and that you purchase the travel insurance option that you believe is best for you. We are **NOT** a travel insurance provider. Any questions about what travel insurance does or does not cover should be addressed directly to the third-party travel insurance provider from which you are seeking your travel insurance advice. If you decline to purchase travel insurance coverage, you agree and acknowledge that YOU will personally assume full responsibility for any financial loss associated with your travel arrangements, including without limitation the full amount you have paid for the tour as well as any additional amounts you need to pay to correct the situation. Italy Plus Tours assumes no liability for any loss resulting from your failure to purchase travel insurance, including without limitation any loss or damage to baggage in transit to and from a tour or while on a tour.

13. PASSPORTS AND VISAS: You are solely responsible for complying with all passport and visa requirements. IPT shall have **no** responsibility or liability for your failure to do so. It is recommended that you check with the U.S. Department of State website for the latest passport and visa requirements.

14. INAPPROPRIATE OR ILLEGAL CONDUCT: While on your tour, you agree to follow the directions of your tour guide and public authorities. You further agree to follow all applicable local, regional, and national laws of the location you are visiting. If you engage in conduct that is illegal or incompatible with the safety, comfort, or convenience of others, including without limitation behavior that is inappropriate or offensive, or that interferes with the delivery of tour services, or that may constitute a hazard or embarrassment, we may, in our sole discretion, **exclude** you from participating in all or part of your tour, or we may **expel** you from your tour. In such case, IPT shall have **no** liability, monetary or otherwise, to you. Should **you** decide for any reason not to participate in certain parts of your tour or not to use certain goods or services included in your tour, **no** refunds will be made for those unused parts, goods, or services.

15. TOUR EXPECTATIONS: Our tour offerings include tours that keep you physically active. You are responsible for familiarizing yourself with the level of activity that will be involved in your selected tour. Further, you must disclose any existing physical or mental illness, disability, pregnancy, or any other condition which may create a health hazard for yourself or others during your tour or for which you may require medical attention or special accommodations during your tour. We will make reasonable efforts to accommodate your needs, but you must notify us at the time of booking to receive a determination of what assistance we can reasonably provide. We **cannot** accommodate you if you have special needs for ordinary daily activities, such as walking and dining. In **no** instance will we, or our Third-Party Service

Providers, physically lift or assist you on or off any vehicles. Individuals who require such assistance must be accompanied by an able-bodied companion who can be entirely responsible for providing such assistance. **We reserve the right to decline** acceptance of anyone we consider unsuitable due to fitness level. **We also reserve the right to remove** you from your tour, at your own expense, if your condition is such that it could create a hazard to yourself or others, or impact the enjoyment of other tour guests. **In such case, IPT shall have no liability, monetary or otherwise, to you. Should you be deemed unhealthy by CDC guidelines or IPT owners or Third Party Services, or become weak or sick during a tour, or you decide for any reason not to participate in certain parts of your tour and not use certain goods or services included in your tour, NO refunds will be made for those unused parts, goods, or services. IPT is under NO obligation to reimburse you for your tour time lost or any additional expenses you incur before, during or after your scheduled tour with IPT.**

16. SMOKING POLICY: No smoking or vaping is allowed on the bus, in hotels, or in any location where other tour guests are present.

17. MINOR CHILDREN: Minor children may not participate on our tours unless their parents or legal guardians have submitted to us a fully completed and signed waiver and release form with your first deposit payment and forms. If you intend to travel with minor children, please contact us via email (at italyplustours@outlook.com) to obtain the applicable waiver and release form.

18. LIMITATION OF LIABILITY: Italy Plus Tours acts as an independent contractor to supply or arrange for travel services or otherwise to procure services or goods from Third-Party Providers, including without limitation hotels, local hosts, guides, bus lines, car rental companies, boat excursions, driving services, restaurants, and providers of entertainment. IPT assumes **no** responsibility for, and shall not be liable for, any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may occur by reason of any act or omission by you, by any Third-Party Provider, or by any third party, including without limitation other tour guests. **IN NO EVENT WILL ITALY PLUS TOURS, OR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS, BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH YOUR TOUR, OR THE TOUR SERVICES, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES. THE AGGREGATE LIABILITY TO YOU OF ITALY PLUS TOURS, AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS, FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO YOUR TOUR, OR THE TOUR SERVICES, OR THESE TERMS, MAY NOT AND SHALL NOT EXCEED THE AMOUNT THAT YOU HAVE PAID TO ITALY PLUS TOURS FOR YOUR TOUR.**

19. ASSUMPTION OF RISK AND RELEASE: Certain risks and dangers may arise on your tour, including without limitation the following: injury, disease, illness, and accidents, including without limitation in places without access to medical facilities, transportation, or means of rapid evacuation and assistance; traveling in unsafe or politically unstable areas or under unsafe conditions; criminal conduct by third parties; civil disturbances, war, extortion, kidnapping, or terrorist activities; local law enforcement

activity; and all other types of physical harm or threats of physical harm to yourself and others, as well as damage to or theft of personal property. **You understand, acknowledge, and agree** that certain risks and dangers are inherent in travel, your tour, and the other activities in which you will participate in during your tour. Further, you understand, acknowledge, and agree that there may be a great variety of other risks not known or reasonably foreseeable. **YOU HEREBY EXPRESSLY ASSUME ALL OF THESE RISKS, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE, AND HOLD ITALY PLUS TOURS, AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, DEMANDS, AND DAMAGES OF ANY AND EVERY KIND AND NATURE WHATSOEVER, KNOWN OR UNKNOWN, WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE TERMS, YOUR TOUR, ANY ACTIVITIES IN WHICH YOU PARTICIPATE DURING YOUR TOUR, OR THE TOUR SERVICES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE AND INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES, AND YOU HEREBY FULLY ACCEPT AND ASSUME ALL RESPONSIBILITY AND LIABILITY FOR THE FOREGOING.** You understand, acknowledge, and agree that Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, are not responsible for and shall not be liable for any harm that occurs or might occur during your tour or as a result of your tour or related to your tour, **AND YOU HEREBY EXPRESSLY AGREE TO FULLY RELEASE AND DISCHARGE ITALY PLUS TOURS, AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, FROM ALL LIABILITY IN CONNECTION WITH YOUR PARTICIPATION IN YOUR TOUR.**

20. CHANGES TO THE SERVICES: IPT reserves the right, in our sole discretion, to review, improve, change, or discontinue, temporarily or permanently, any services, tours, or activities, **without providing notice to you.** IPT shall **not** be liable to you or any third party for any such changes or discontinuances.

21. INDEMNIFICATION: You agree to indemnify and hold harmless Italy Plus Tours, and its owners, officers, directors, employees, agents, affiliates, successors, and assigns, from and against any costs, damages, losses, and liabilities, including without limitation attorneys' fees, arising out of (a) your own acts or omissions, and (b) if you are traveling with minor children and have submitted the required waiver and release related thereto, your minor children's acts or omissions.

22. FORCE MAJEURE: IPT shall assume **no** responsibility for and shall have **no** liability for any death, personal injury, property damage, financial loss, or other loss, accident, delay, inconvenience, or irregularity which results from or may be occasioned by any circumstances beyond our exclusive control, including without limitation the following: delays or cancellations that cause you to miss all or any portion of your tour, acts of God, acts of government, bans or restrictions on travel by any applicable governmental authority, war, terrorist acts, riots, disasters, diseases, illnesses, epidemics, pandemics, health hazards, weather extremes, and/or strikes. Please be advised that we have no special knowledge regarding the safety of conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. You understand, acknowledge, and agree that health care standards, facilities, and services abroad may be different or even inadequate for treating disease, illness, or other health conditions. For information concerning possible dangers at foreign destinations, we strongly

recommend that you contact the Travel Warnings Section of the U.S. State Department. For medical information relative to foreign destinations, we strongly recommend that you contact the U.S. Centers for Disease Control.

23. GENERAL: Failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same part or other parts of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void, or otherwise unenforceable, then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect.

WE RESERVE THE RIGHT, WITHOUT NOTICE AND IN OUR SOLE DISCRETION, TO AMEND THESE TERMS.

IN LIEU OF LITIGATION AND JURY TRIALS, EACH OF WHICH YOU EXPRESSLY WAIVE, ANY DISPUTE CONCERNING, RELATING, OR REFERRING TO YOUR TOUR, THE TOUR SERVICES, THESE TERMS, OR ANY SUPPLEMENTAL TERMS SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN AKRON, OHIO, ACCORDING TO THE THEN-EXISTING COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION. SUCH PROCEEDING WILL BE GOVERNED BY THE SUBSTANTIVE LAW OF THE STATE OF OHIO. THE ARBITRATOR(S), AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO FINALLY RESOLVE ANY DISPUTE RELATING TO THE SUBJECT MATTER HEREOF. YOU AGREE TO PRESENT ANY CLAIMS AGAINST US FOR ARBITRATION AS SET FORTH HEREUNDER WITHIN SIXTY (60) DAYS AFTER YOUR TOUR ENDS OR AFTER THE DATE OF THE EVENT GIVING RISE TO YOUR CLAIMS, WHICHEVER IS EARLIER, AND YOU HEREBY ACKNOWLEDGE THIS EXPRESS LIMITATION.

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile or scanned transmission of any signed document shall be deemed delivery of an original. If there are any conflicts between these Terms and your tour itinerary, these Terms shall apply. All applications for travel are subject to review and approval, and we reserve the right, in our sole discretion, to decline to do business with anyone on a nondiscriminatory basis.

Italy Plus Tours “Terms & Conditions” / “Terms & Conditions apply” are noted in IPT forms of communication to the guest in emails, on the tour itinerary flyer, listed on the guest Request for Deposit Form and is noted on the IPT website at www.italyplustours.com .

Please visit www.italyplustours.com to download the Terms & Conditions Acceptance Confirmation Form.

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